

# INVITATION TO BID



Department Of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-684-1681 TTY Relay: 711

**DATE ADVERTISED:** **March 30, 2006**

ITB Title: **Printing and Process Voter Registration and Confirmation Cards**  
ITB Number: **IT12956-PJO**  
Due Date: **April 20, 2006 - 2:00 P.M.**  
Buyer: Patti J. Oquist, [patti.oquist@metrokc.gov](mailto:patti.oquist@metrokc.gov) 206-263-4275

## Term Service/Supply Agreement

Furnish the printing and processing of Voter Registration and Confirmation Cards for the King County Elections as requested by authorized King County Elections personnel. The contract shall be for one (1) year from the date of contract award in accordance with the following and the attached instruction, requirements, and specifications.

**Total Bid Package \$** \_\_\_\_\_

**No Pre-Bid Conference**

Sealed Bids are hereby solicited and will **Only** be received by:  
**King County Procurement Services Section**  
**Exchange Building, 8<sup>th</sup> Floor**  
**821 Second Avenue**  
**Seattle, WA 98104-1598**  
Office Hours: 8:00 a.m. - 5:00 p.m.  
Monday - Friday

## OFFEROR MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City / State / Postal Code \_\_\_\_\_

Signature \_\_\_\_\_

Authorized Representative / Title \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Delivery guaranteed: ☐ Yes ☐ No

Days after order: \_\_\_\_\_

Prompt Payment Discount Terms:  
\_\_\_\_\_% - \_\_\_\_\_ Days, Net \_\_\_\_\_

Prime Proposer SEDB / DBE Certification number (if applicable - see [Section 1-21](#)) \_\_\_\_\_

This Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities upon request.

## **SECTION 1 - BIDDING INSTRUCTIONS AND PURCHASE CONTRACT CONDITIONS**

### **1-1 EXPLANATION TO OFFERORS**

All questions and any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and directed to the named buyer not later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment to the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

### **1-2 SUBMISSION OF OFFERS**

- A. The **original and one (1) copy** of this entire solicitation document package shall be signed and submitted complete. Original shall be noted or stamped "original". Offerors shall use and complete this document for their response, are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable. Failure to return the entire solicitation document with offer will result in disqualification of the offeror.
- B. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the solicitation title and number, the due date specified in the solicitation for receipt, and the name and address of the offeror on the face of the envelope. Offerors are cautioned that failure to comply may result in non-acceptance of the offer.
- C. Telegraphic or electronic offers will not be considered. Modifications to offers already received may be made by telegram provided the actual telegram is received prior to the hour and date specified for the bid opening.
- D. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, will be submitted without expense to the County. If not destroyed by testing, samples will be returned at the offeror's request and expense unless otherwise specified.
- E. All offers submitted shall be firm offers for a minimum period of 60 days after the bid opening date unless otherwise stated in writing in the offer.

### **1-3 FAILURE TO SUBMIT OFFER**

If the recipient of this solicitation does not wish to submit an offer for the goods or services requested, they may return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified.

### **1-4 LATE OFFERS**

Offers, modifications of offers, and withdrawal of offers received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

### **1-5 PREPARATION OF OFFERS**

- A. Offerors are expected to examine the drawings, specifications, delivery, schedules and all Instructions. Failure to do so will be at the offeror's risk.

- B. All offers shall be considered to be in strict compliance with the bid invitation specifications and the successful offeror will be held responsible therefore unless any and all variations from the specifications are clearly described and sufficient supporting data is submitted with the bid to show their equivalency to the specifications.
- C. Each offeror shall furnish all information required by the solicitation. To be eligible for award the offeror must sign the solicitation and print or type their name in the space provided. Offers signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously furnished.
- D. Unit prices with extended totals for each item shall be listed and shall include all packing charges. Unit prices will be used as the basis for awards when an error in extending total amounts occurs.
- E. The prices quoted shall remain firm until all deliveries of goods and/or services are completed. Offers stating price in effect at the time of shipment will not be accepted.
- F. When indicated, King County will use prompt payment discount terms when evaluating offers, however, discounts terms of less the twenty (20) days will not be considered. The minimum acceptable payment terms without benefit of twenty (20) day discount shall be **Net** 30 days. List prompt payment discounts offered on page 1 of the solicitation.
- G. Taxes shall **Not** be included in the bid prices. Applicable taxes will be added as a separate item. The offeror is cautioned that sales tax is a factor in evaluating the total cost to the County for awards.
- H. All deliveries shall be FOB destination unless otherwise specified by the County, or when specifically excepted by the offeror. All offerors of FOB origin shipments are cautioned that shipping costs are a factor in determining net costs to the County.
- I. Offeror must state a definite time for delivery of supplies or completion of performance of service unless otherwise specified in the solicitation.
- J. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.
- K. Offerors are cautioned to note any requirement for certification of understanding shown in the solicitation. Offerors signing such certificates indicate understanding and agreement to comply with the specifications and will be held fully responsible.

#### **1-6 MODIFICATION OR WITHDRAWAL OF OFFERS**

Offers may be modified or withdrawn by mail or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or authorized representative provided their identity is made known and they sign a receipt for the offers, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. All requests for modification or withdrawal of offers, whether personal, written, or telegraphic shall not reveal the amount of the original bid.

#### **1-7 ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS**

Receipt of an addendum to a solicitation by an offeror must be acknowledged by:

- A. signing and returning the addendum

#### **1-8 GENERAL**

- A. Offerors desiring to restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.
- B. After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all articles which are not in strict conformity with the requirements of

the specification and the offer. All such rejected articles must be promptly removed and replaced by new articles (which shall be subject to approval) at the offeror's own expense.

- C. Offers are understood as containing a warranty that all articles are in strict conformity with the requirements of the specifications.
- D. On failure to furnish promptly any articles specified in the contract, of the quality specified, the County reserves the right to purchase same in the open market, or of declaring such contract void, and if a greater price than the contract price has to be paid for any articles by purchasing it in the open market, the difference will be charged to the Contractor.
- E. Electronic Commerce and Correspondence:

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Goods/Services" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential offeror. Each offeror bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If an offeror downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the offeror *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the offeror's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After all offers have been opened in public, the County will post a listing of the offerors-submitting offers, or the name of a person to contact for bid results at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs/ Awarded/ Goods/Services" portion of the site for a listing, as well as a notification of a final award.

## 1-9 SUBSTITUTIONS

When special brands, materials, design, style or size are named in the solicitation for any item, such specifications shall be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use. Where indicated in the solicitation, brands of equal quality, performance and use shall be considered, provided the offeror specifies the brand, model and submit with their offer other data necessary for comparison. The County shall retain the sole right to accept or reject substitute offers.

## 1-10 TAXES

- A. King County requires that all awarded Contractors have a Department of the Treasury Internal Revenue Service Form W-9 on file with King County to accommodate payment. If your firm does not have this form on file, or if you wish to obtain a copy, you may download a copy from either the King County web site<sup>1</sup>, or directly from the Internal Revenue Department web site<sup>2</sup>, or you may request one from the contact address and phone number on the front page of this bid form.
- B. King County is required to pay Washington State Sales or Use Taxes for most goods and services.

<sup>1</sup> The King County's web site is located at: [http://metrokc.gov/procurement/resources/forms\\_gs.aspx](http://metrokc.gov/procurement/resources/forms_gs.aspx)

<sup>2</sup> The Internal Revenue Service web site is located at: <http://www.irs.gov/>

- C. King County is exempt from Federal Excise and Transportation Taxes. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

#### **1-11 AWARD OF CONTRACT**

- A. An award of contract shall be subject to all applicable Federal and State laws, King County Code, and, to King County Contracting Opportunities Program (refer to paragraph 1-21).
- B. The contract will be awarded to the responsible, responsive offeror submitting the lowest price to the County subject to King County's Small Economically Disadvantaged Business (SEDB) Opportunities Program as stated on Attachment "A".
- C. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers.
- D. The County may accept any individual item or group of items of any offer, unless the offeror qualifies their offer by specific limitations. (refer to paragraph 1-8.A).
- E. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance shall be a binding contract without further action by either party.
- F. On any County award or rejection, the decision of the County shall be final.

#### **1-12 TERM PURCHASE AGREEMENTS**

- A. Term purchase agreements, annual or blanket purchase orders may be issued by the County for goods/services for such periods as are indicated in the solicitation or agreement (contract). Such agreement periods may be less than but shall not exceed the specified time period.
- B. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated.
- C. Term purchase agreements for estimated quantity requirements are subject to the option of King County to purchase up to 25% of its requirements from other sources for experimental, test or evaluation purposes or if a lower responsible price is offered or if the vendor is unable to make deliveries in accordance with the requirements of the County.
- D. The prices quoted shall be the maximum allowed during the contract period unless the solicitation specifically provides for price escalation. Price reductions at the manufacturer's or distributor's level during the contract period shall be reflected by a reduction of the contract price retroactive to the effective date of the price reduction.

#### **1-13 AFFIRMATIVE ACTION AND NON-DISCRIMINATION IN CONTRACTING**

The offeror shall comply with the provisions of King County Code Chapters 12.16, 12.17, 12.18, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements.

#### **1-14 INSURANCE**

When required under the terms of the solicitation, commercial general and auto liability, property damage, and fire insurance acceptable to the County in the amounts specified, shall be furnished by the offeror. All insurance policies shall be endorsed with the following declaration, "King County, its officers, employees, and agents are covered as additional insureds."

#### **1-15 INVOICES**

Two copies of invoice(s) shall be submitted, unless otherwise specified. Invoices shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, sizes, quantities, unit prices, extended totals, and discounts offered, if applicable. Bill to the

**“Ship To” address on the purchase order unless otherwise notified. Do not bill to or forward invoices to the procurement services section.**

#### **1-16 PAYMENTS**

The Contractor shall submit properly certified invoices to King County. All payments will be remitted by mail. The provisions or monies due under this contract shall not be assignable. The County will take advantage of any prompt payment discount terms offered. Discount periods must be extended if the invoice is returned for credit or correction.

#### **1-17 COOPERATIVE PURCHASING**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

#### **1-18 CONTINGENT FEE**

The Contractor, subcontractor and each offeror certifies that:

- A. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or receive this contract.
- B. They have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee contingent upon or resulting from the award of this contract and agreed to furnish information relating to (A) or (B) above as requested by the County.
- C. They have not been asked or otherwise coerced, either expressly or impliedly, into contributing funds for any purpose as a condition to doing business with the County.

#### **1-19 PROTEST PROCEDURE**

King County has a process in place for receiving protests based upon either bids or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

#### **1-20 ENVIRONMENTAL PURCHASING POLICY**

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper and ensure that the Submittal Response Form of each document bears an imprint identifying it as recycled paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

#### **1-21 KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM FOR GOODS AND SERVICES**

King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County competitively bid contracts for the purchase of goods and services. The program is open to all SEDB certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

## SECTION 2 - OFFEROR QUALIFICATIONS, BID EVALUATION, AND AWARD

### 2-1 FINANCIAL RESOURCES AND AUDITING

If requested by the County, prior to the award of a contract, the successful offeror shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract. This proof may include but shall not be limited to, audited financial statements such as balance sheets and statements of cash flow for each of the three (3) most recently completed fiscal years, documentation of an open line of credit or other arrangement with an established financial institution, certification of adequate financial resources provided by the successful offeror's principal financial officer or an independent accountant, or an onsite audit of the successful offeror's financial fitness to perform the contract, conducted by King County's Auditing Division.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and compliance with all terms and conditions contained within this contract. King County shall be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

### 2-2 QUALIFICATIONS

To be eligible for award all bidders shall have prior successful experience providing variable data imprinting and CASS barcoding services. Bidders shall be required to provide samples in a format provided by King County Elections prior to award.

### 2-3 REFERENCES

List the names and addresses of four (4) previous clients for whom the bidder has performed similar services of similar volume (up to 25,000 pieces per job) including dates, contact persons, and telephones; **not including** accounts with King County Records, Elections, and Licensing Services Division (or old Records and Elections Division). Should any reference submitted by an offeror be found unsatisfactory, King County, at its sole option, may reject that offeror's offer. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **References must be submitted with offer.**

Company Name	1. _____	2. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____
Company Name	3. _____	4. _____
Company Address	_____	_____
Company Phone	_____	_____
Contact Person	_____	_____
Dates	_____	_____

**2-4 EVALUATION**

Offers meeting all other requirements of this ITB will be evaluated based upon price.

King County will use prompt payment discount terms in evaluation of this ITB, however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by King County without benefit of twenty (20) day discount shall be NET 30 days. State payment terms below and transfer to Page 1 of this ITB.

\_\_\_\_\_ % - \_\_\_\_\_ **Days, Net** \_\_\_\_\_

The evaluation process will also include application of a 5% incentive factor for firms responding to this ITB that are certified and participating in King County's Contracting Opportunities Program.

**2-5 AWARD**

Award will be made to the firm deemed lowest responsive, responsible offeror, based upon total cost to the County, after application of the 5% incentive, if eligible.

King County will not split the award of this ITB.



## **SECTION 3 - GENERAL CONTRACT REQUIREMENTS**

### **3-1 AFFIRMATIVE ACTION REQUIREMENTS KING COUNTY CODE CHAPTER 12.16**

King County Code 12.16 relates to non-discrimination in employment and requires vendors to submit work force data to be eligible for a purchase order or contract award. For a vendor/contractor to receive a purchase order or contract, personnel employment data must be provided on the King County Personnel Inventory Report (PIR) when the amount of business placed with the firm will exceed \$25,000 for the year. The code also requires submission of a notarized Affidavit and Certificate of Compliance when orders during any one-year period are expected to amount to \$25,000 or more. After the initial submission, a PIR is required to be updated and resubmitted once every two years in order for the form to remain valid with the County. The Affidavit remains valid as long as an updated PIR is submitted once every two years.

In order to be eligible for receipt of a purchase order for this work, offerors/proposers must have the above listed forms on file with the County. Forms are to be filed with the Procurement & Contracts Services Section. Please contact the King County Procurement & Contracts Services Section at 206-684-1681, or the buyer listed in this document if you wish to receive a copy of these forms and/or have questions regarding their completion. Copies of the forms are also maintained at:

[http://metrokc.gov/procurement/resources/forms\\_gs.aspx](http://metrokc.gov/procurement/resources/forms_gs.aspx).

### **3-2 NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT**

King County Code Chapter 12.17 and 12.18, which relates to non-discrimination in contracting and fair employment practices, are incorporated by reference as if fully set forth herein and such requirements apply to this contract. In accordance with K.C.C. 12.17 and 12.18, neither the Contractor nor any party subcontracting under the terms and conditions of the contract shall discriminate or engage in unfair contracting or employment practices.

### **3-3 NON-DISCRIMINATION IN BENEFITS TO EMPLOYEES WITH DOMESTIC PARTNERS**

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at:

[http://www.metrokc.gov/procurement/documents/U\\_042\\_EB\\_Worksheet\\_Declaration.pdf](http://www.metrokc.gov/procurement/documents/U_042_EB_Worksheet_Declaration.pdf).

### **3-4 SUPPORTED EMPLOYMENT PROGRAM**

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those offerors that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division at 206-296-5268.

### **3-5 ESTIMATED QUANTITIES**

The quantities listed in the solicitation represent the County's current estimated requirements. The County will be neither obligated by nor restricted to the quantity(s) indicated.

### **3-6 NON-ASSIGNMENT**

The Contractor may not assign any rights or delegate any duties under this contract without the County's prior written consent. Such consent must be in writing and received no less than sixty (60) days prior to the date of any proposed assignment and/or delegation.

### **3-7 INCORPORATION OF DOCUMENTS**

The contract between the awarded offerer and King County shall include all documents mutually entered into, specifically including the contract document, the solicitation, and the Response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation.

### **3-8 SEVERABILITY**

The invalidity or unenforceability of any provision of any resultant Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

### **3-9 INDEMNIFICATION AND HOLD HARMLESS**

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the contractor, its officers, employees, subcontractors of any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind,

delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

### **3-10 TERMINATION**

#### **A. Termination for Convenience**

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful Awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

#### **B. Termination for Default**

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Successful Awardee fails to perform in the manner called for in the contract, or if the Successful Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

The termination of this contract shall in no way relieve the Successful Awardee from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

#### **C. Termination for Non-Appropriation**

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and

The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year.

## **SECTION 4 - SPECIFIC CONTRACT TERMS AND CONDITIONS**

### **4-1 CONTRACT VALUE**

The estimated annual value of this contract is approximately **\$125,000.00**. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

### **4-2 DELIVERY**

See Section 5, Technical Specifications.

### **4-3 CONTRACT DURATION/ EXTENSION**

The contract period may be extended in one-year increments for four (4) additional one-year periods, unless otherwise specified, in accordance with the best interest and at the sole option of the County.

### **4-4 PRICE REVISIONS**

Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial contract period. Thirty days prior to any extension date, the Contractor shall supply documentation satisfactory to King County such as a Consumer Price Index (CPI-W). King County will evaluate this information to determine if the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Procurement Services Section office. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

King County will not be bound by prices contained in an invoice that are higher than those authorized by King County in the form of a change order. If prior acceptance of the higher price has not been authorized by King County, the invoice may be rejected and returned to the Contractor for a corrected invoice.

If price increases are approved by the County and allowed, they shall take effect at the time of contract extension and remain in effect for the subsequent contract extension period.

### **4-5 INSURANCE REQUIREMENTS**

By the date of execution of this Contract the ("Contractor") shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons and/or damages to property which may arise from, or in connection with the performance of work hereunder by the contractor, its agents, representative, employees, and/or subcontractors. The cost of such insurance shall be paid by the Contractor.

The Contractor shall furnish proof of Commercial General Liability insurance in the amount of the least \$1,000,000 combined single limit, \$2,000,000 aggregate, with King County its officers, employees, and agents covered as additional insureds.

The Contractor shall furnish proof of Commercial Auto Liability insurance in the amount of at least \$1,000,000 combined single limit, with King County its officers, employees, and agents covered as additional insureds.

The Contractor shall furnish proof of Workers' Compensation: Statutory Requirements of the State of Residency.

## SECTION 5 - TECHNICAL SPECIFICATIONS

### 5-1 GENERAL REQUIREMENTS AND STATIC DATA

#### A. VOTER REGISTRATION AND CONFIRMATION CARDS

1. The requested service requires the printing and delivery of a preparation of a specified number of voter registration information cards within a specified period in order to meet statutory requirements for delivery of voter registration cards to voters.

Preparation shall include one of two options:

- a. the printing of variable voter data and voting status along with specific bar codes on the pre-printed blank voter cards.
  - b. the printing of variable voter data and voting status along with specific bar codes on appropriate card stock, with the card itself printed in the same process.
2. The requested service requires the printing and delivery of a specified number of voter confirmation cards within a specified period in order to meet statutory requirements for delivery confirmation notices to voters.  
Preparation shall include one of two options:
    - a. the printing of variable voter data and voting status along with specific bar codes on the pre-printed blank confirmation notice; and
    - b. the printing of variable voter data and voting status along with specific bar codes on appropriate card stock, with the notice itself printed in the same process.
  3. The Contractor is required to provide on-site secure storage of all blank form material prior to processing.
  4. The format of the blank cards is specific, and will be provided by King County to the Contractor.
  5. The cards require red and blue ink colors for the static data, and black ink color for the variable data. **Additional 2 colors may be requested for special purpose distributions.** The cards shall be printed on white paper stock of no less than 80 lb. weight.
  6. Proofs of static data (blank voter registration cards) shall be provided to King County Elections prior to the production of large quantities of finished cards. The Superintendent of Elections or his/her designee will approve all proofs in writing prior to production.
  7. The Contractor is responsible for providing physical security and accountability from the time of data receipt on the premises, until such time as the voter registration cards have been printed and delivered to King County Elections.
  8. Because of the need for coordination with and the presence of King County Elections staff, the Contractor's operations shall be located within a 60-mile radius of the King County Administration Building located at 500 4<sup>th</sup> Avenue, Seattle, WA 98104.

#### B. SUPPLEMENTAL PRINTING REQUESTS:

1. The Contractor may periodically be provided with various postcards varying in size including at a minimum 5 ½" by 8 ½" "(2 up on an 8 ½" by 11")", 4" X 5 ½" "(4 up on an 8 ½" by 11")" or 8 ½" " by 11", and the electronic data to imprint addresses on postcards. These will be special purpose mailings including specialized voter registration cards, poll worker notification cards, cards advertising voter registration drives in targeted areas, candidate workshop notification cards, and other miscellaneous post cards. The variable data may be printed on one or both sides of the card.

2. The Contractor may also periodically be required to create art for printing of various postcard mailings varying in size including at a minimum 5 ½" by 8 ½" "(2 up on an 8 ½" by 11")", 4" X 5 ½" "(4 up on an 8 ½" by 11")" or 8 ½" " by 11", using in spot or full color, and static data in up to two colors (to be defined by King County). King County will provide camera ready artwork and electronic data to imprint addresses and other variable data on the blanks. These may be special purpose voter registration cards, poll worker notification cards, cards advertising voter registration drives in targeted areas, candidate workshop notification cards, and other miscellaneous post cards. Variable data shall be printed on one or both sides of the card.

C. PRINTING SPECIFICATIONS – VARIABLE DATA

1. Registered Voter Information
  - a. King County will provide the variable information for each registered voter on electronic media. The data will be provided in a fixed field format (flat file)
  - b. All variable (voter/poll worker/other address) data shall be printed unaltered on the cards as provided to the Contractor on the electronic media. No changes to any part of the address data, including zip code or apartment number, is allowed. King County Elections assumes all responsibility for the content of the data, including errors in portions of the address.
  - c. King County will provide transmittal documentation indicating data operator transmitting data, number of fields per row, min. /max. length of each field, name of first record and last record in file, and number of rows being transmitted. The Contractor shall send confirmation back to King County designee, confirming records received matches records sent by King County including number of fields per row, min. /max. length of each field, name of first record and last record in file, and number of rows being transmitted as well as confirmation date and proper setup of data processed, printed and distributed to mail distributor or other party as designated by King County. The Contractor shall note any discrepancies on the data transmittal document and contact the King County designee with any discrepancies between the data transmittal sheet and data received within two (2) business days of receipt and prior to running the print job so the county may corrected the error. If the Contractor fails to notify the County of the error, the Contractor shall be responsible for reprinting costs, if required.
  - d. All variable information shall be printed on the voter registration card in the areas so designated for such data. The name and address of the registered voter shall be printed on the card so that the name and address is positioned to be usable for delivery by United States Postal Service. The voter's address may require up to five lines and/or hyphenated apartment or unit numbers. The Contractor shall be able to accommodate such addresses.
  - e. Each record shall contain a "reason code" field. The Contractor shall be required to convert this field to a named "reason" for the new card, to be printed on the card in the appropriate location on the card based on a conversion table of reasons provided by the County. (i.e. "AVT Change of Address" = "Address Change", etc...)
  - f. Each record shall contain a "permanent absentee voting" category. The Contractor shall be required to convert this field to a named "voter status" for the new card, to be printed on the card in the appropriate location based on a conversion table of reasons provided by the county. (i.e. "Permanent Absentee" = "Permanent Absentee Voter", etc...)
  - g. The Contractor shall obtain prior approval in writing from the County on the printing layout to be used in the printing of the voter registration cards. The Contractor shall be

able to accommodate up to five lines of address data, plus field data noted in “e” and “f” above.

- h. The black ink used to print the variable data shall be permanent and smudge-resistant. Toner or thermal ink processes, which provide letters prone to flaking, cracking, or peel-off against the plastic dividers in a wallet, will not meet this quality specification.

2. Barcode Printing

- a. All outgoing mail pieces that can be CASS certified, shall be CASS (Coding Accuracy Support System) certified and shall contain an 11-digit address block barcode, to enable sorting by the County Election office’s mail Contractor. Voter registration cards shall, by law, be mailed via First Class mail, and thus the only discount sought by mail sorting is the pre-sorted first class discount.
- b. Outgoing mail pieces on which an attempt is made to CASS certify, but on which a non-standard address is provided by the County, shall be delivered to the County separately from the majority of the production run, so that those cards may be mailed at the full first class rate without pre-sorting.
- c. The Contractor shall obtain prior approval in writing from the County of the printing layout to be used in the printing and the location of the barcode.

- 3. Spoiled Registration Cards: For security reasons, the Contractor shall return any cards or cardstock spoiled or otherwise rendered unusable during the printing process to the County representatives for accountability. This includes any and all blank cards produced.

D. DELIVERY TO KING COUNTY

- 1. Time Frame. Voter registration cards and confirmation notices shall be completed and ready for delivery to the County on the following schedule:
  - a. The County agrees to provide the voter data for that week by Thursday of each week, excepting those weeks on which Thursday is a holiday. In the case of a Thursday holiday, the data shall be delivered on the next regular business day.
  - b. Cards and notices shall be quality control inspected, sorted to achieve maximum postal discount with County’s postal Contractor, and transmitted to the County’s postal Contractor no later than 10:00 a.m. on the following Wednesday. Confirmation of drop-off of mailing shall be forwarded to the County. Under no circumstances unless directed in writing by King County, shall the cards, with static data that has not been previously proofed, or variable data that layout has been approved, be delivered directly to the mail Contractor without first being proofed by the Superintendent of Elections or their designee. In the case of a holiday falling within the time period, the delivery is due at 10:00 a.m. on the fifth full business day following the business day the data was transmitted to the Contractor. The County retains sole right to schedule a later delivery date when mutually beneficial to the Contractor and the County.
  - c. Time is of the essence regarding the delivery dates contained within and relative to this contract.
  - d. Contractor shall have ability to print rush orders upon request based on a daily predefined fee based on number of days ahead of schedule County requests print job. For example, a regular print order is sent to Contractor on Thursday, and shall be to the postal Contractor no later than the following Wednesday (7 days). County requests print job to be mailed out on Monday (2 days early). Flat rate fee would be assessed for each of two days.



2. Prospective election dates for which increases in volume of registrations during the four weeks preceding each date can be expected for 2006-2008:

Election	2006	2007	2008	2009
February Special	Feb 7	Feb 6	Feb 5	Feb 3
Presidential Primary	n/a	n/a	Feb. 24**	n/a
March	Mar 14	Mar 13	Mar 11	Mar 10
April	April 25	April 24	April 22	April 24
May	May 16	May 15	May 20	May 19
Primary	Sept 19	August 21	August 19	August 18
General	Nov 7	Nov 6	Nov 4	Nov 3

**\*Note:** The date of the Primary was changed to the 3<sup>rd</sup> Tuesday in August by the State Legislature in 2007.

**\*\*** The Presidential Preference Primary is always subject to change, based upon the adopted nomination rules and procedures of each of the national political parties.

#### E. EXPECTED VOLUME

##### 1. Voter Registration Cards:

- 2006 Customary Volume year: We anticipate that a “normal” volume year will result in approximately 330,000 registration cards.
- 2007 Vote by Mail: King County is planning to move to all vote by mail elections. This will require a customer outreach effort requiring a larger than customary number of voter registration cards shall be mailed out. We anticipate volume of approximately 1,350,000 cards, with 1,150,000 of those cards related to the customer outreach effort, and mailed between May 15 and Aug 15, 2007.
- 2008 Presidential Election Year: We anticipate that volume in a Presidential election year will be 660,000 cards, with 330,000 of those cards generated in late July, August, September, and October.
- 2009 Customary Volume Year: We anticipate that a “normal” volume year will result in approximately 330,000 registration cards.
- In any given year, additional mailings of up to 1.2 million pieces may be requested.

##### 2. Confirmation Notices:

- 2006 Customary Volume Year: We anticipate that a “normal” volume year will result in approximately 140,000 voter confirmation notices.
- 2007 Vote by Mail: King County is planning to move to all vote by mail elections. This will require a customer outreach effort requiring a larger than customary number of voter registration cards shall be mailed out in year 2007. This in turn will increase the number of follow-up voter confirmation notices. We anticipate volume of approximately 240,000 voter confirmation notices being mailed, with 180,000 of those being mailed between the months of July and December.
- 2008 Presidential Election Year: We anticipate that the volume of confirmation cards in a Presidential election year will be 140,000 voter confirmation notices, with 90,000 of those notices generated in late September, October, November and December.

- d. 2009 Customary Volume Year: We anticipate that a “normal” volume year will result in approximately 140,000 voter confirmation notices.
- e. In any given year, additional mailings of up to 200,000 pieces may be requested.

## **5-2 SECURITY**

- A. The Contractor shall maintain controlled on-site access to storage spaces where the voter registration card blanks are stored with a record of all employees having access to the areas and a sign-in/sign-out log for persons entering the space, including King County personnel.
- B. County personnel authorized to coordinate with the Contractor will display on their person a county photo identification card. The County will provide the Contractor with a certified list of which employees are authorized access to the cards.

## **5-3 COUNTY STAFF PARTICIPATION**

- A. Because of the statutory responsibility of the County in the preparation and delivery of the voter registration cards to the voter, the Contractor shall provide access to authorized County staff members at all times during the printing of the cards and the preparation for delivery to King County.
- B. The King County Records, Elections, and Licensing Services Manager, and/or the Superintendent of Elections for King County or their designated staff, reserve the right to stop the operation if at any time it appears that specifications are not being met, and to hold up the operations until satisfied that the conditions are as specified. Any such stoppage shall be resolved without undue delay so as to minimize the interruption of operations.

## **5-4 PRICES**

- A. The contract is for completed voter registration cards, confirmation notices or supplemental printing requests and shall be billed as such – the total price per piece shall include the type of print job (e.g., voter registration cards), cost of printing offset blanks (if this is the printing methodology chosen and bid upon by the Contractor) or of formatting the static data to print on each card, the processing per piece of the sort barcodes, and the imprinting of the variable data and the barcode on the registration card.
- B. The County will pay all invoices within 30 days of receipt. The County considers an invoice received the day it is postmarked, regardless of the date of the invoice.
- C. The Contractor is responsible for all work product quality control within the production environment and shall be responsible for the cost of all work supplies associated with replacing or redoing work.

## **5-5 LIQUIDATED DAMAGES**

- A. For each calendar day or partial day after the deadline specified in Part D that the voter registration cards have not been delivered to King County for mailing to the voters, the Contractor shall pay King County the sum of \$1,000 per day as fixed and agreed liquidated damages but not as a penalty.
- B. The Contractor does hereby authorize King County to deduct such liquidated damages from the amount due. The Contractor further agrees that any such deduction shall not in any degree release it from further obligation and liabilities in regard to the fulfillment of the entire contract.

- C. It is further agreed that time is of the essence in completing each portion of the contract of the specifications. The Contractor shall not be charged with liquidated damages or any excess costs when the delay in completion is due:
1. To any preference, priority of allocation order duly issued by the County, which is outside of the parameters established by this contract.
  2. To unforeseen causes beyond the control and without the fault of the Contractor including but not restricted to acts of God, or of the public enemy.
  3. Provided, further, that the Contractor shall, without one day of such delay, notify the Manager, King County Records, Elections, and Licensing Services Division and the Superintendent of Elections. A Contractor shall be granted no delays and extensions of time on account of work performed in a grossly negligent manner.

## SECTION 6 - PRICING

### 6-1 PRICING & SUBMITTALS

- A. Unit prices shall include all costs associated with the specifications including but not limited to shipping FOB destination.
- B. Bidders shall bid all items in Section 6 – Pricing, to be considered a responsive bidder. The lowest total bid price offered by the responsive responsible bidder shall be determined as the low bid for the product and services described in this Invitation to Bid.
- C. The following is a representative list of the items to be purchased. Other types of these products may also be purchased under this contract. The discount percentage offered for the items listed, shall be consistent for all related items purchased under this contract.
- D. Bidders are cautioned **not** to alter the specification, pricing information section, and the terms and conditions of this Invitation to Bid No. IT12956-PJO. **Any alteration may render a bid non-responsive.**
- E. This is an estimate of annual quantities for the first two-year cycle.

Voter Notifications Cards			
Summer 2006	90,000 Cards	Spring 2007	75,000 Cards
Fall 2006	75,000 Cards	Summer 2007	1,000,000 Cards
Winter 2007	90,000 Cards	Fall 2007	100,000 Cards
Confirmation Cards			
Summer 2006	35,000 Cards	Winter 2007	35,000/Month
Fall 2006	35,000 Cards	Summer 2007	35,000/Month
Graphic Design			
Rush Orders	1-2 Per Year		

Item No.	Est. Quantity	Description	Unit Price	Total Price
1.	330,000/Pieces	Voter Registration Card (Blank Card and Address Printing)	\$_____/PC	\$_____
2.	15,000/Pieces	Miscellaneous Address Printing (On Blank Forms Provided by KC)	\$_____/PC	\$_____
3.	140,000/Pieces	Confirmation Cards	\$_____/PC	\$_____
4.	10/Hours	Graphic Design	\$_____/HR	\$_____
5.	3/Days	Rush Order Cost	\$_____/Day	\$_____
Total Bid Package				\$_____



ATTACHMENT A

INVITATION TO BID IT12956-PJO

KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM

FOR GOODS AND SERVICES CONTRACTS

The King County Contracting Opportunities Program is a public contracting assistance program that is being implemented on a one-year pilot basis. The purpose of the Program is to maximize the participation of Small Economically Disadvantaged Businesses through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by contacting the BDCC office at 206-205-0700.

**Application of the 5% Incentive Factor and Contract Award:**

1. This contract will be awarded to the lowest responsive, responsible offeror; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent (5%) of the bid price of the lowest responsive, responsible offeror, and that offeror is not a SEDB, then the contract shall be awarded to the low SEDB offeror.
2. All certified SEDB offerors must complete the information in the section for Offeror Identification as described in the front page of this Invitation To Bid and the certification information below.
3. (\_\_\_) Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

\_\_\_\_\_  
Name of SEDB Business


\_\_\_\_\_  
SEDB Certification Number

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Contact Person Name and Phone Number

**Bid Opening Label**

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

<b>U R G E N T – SEALED BID ENCLOSED</b> <b>Do Not Delay – Deliver Immediately</b>	
<b>U R G E N T</b>	 <b>King County</b> King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
	<b>Bid No.</b> IT12956-PJO
	<b>Bid Title</b> Printing and Process Voter Registration and Confirmation Cards
	<b>Due Date</b> <b>Vendor</b>
<b>U R G E N T</b>	